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Tarrant County Texas

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 Mary Louise Garcia Submitter ACS
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

AMENDMENT TO OIL AND GAS LEASE

This Amendment of Oil and Gas Lease ("Amendment") is executed by LINDA LOUISE ROFF, whose address is 1012 HARRIS DRIVE, EULESS, TEXAS 76039 ("Lessor"), and Chesapeake Exploration, Ltd., the address of which is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496 and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002 (collectively, "Lessee") for the purposes and considerations hereinafter expressed.

WHEREAS, Lessee is the current owner of the interest in and under that certain oil and gas lease (the "Lease") dated OCTOBER 15, 2010 from Lessor to Four Sevens Energy Co., Ltd., recorded as document number D211003927, Real Property Records, Tarrant County, Texas.

WHEREAS, Total E&P USA, Inc. acquired an undivided 25% of Chesapeake Exploration, L.L.C.'s working interest in the aforementioned Lease and both desires to amend the Lease as follows.

1. Paragraph 1 is hereby **deleted** in its entirety and **replaced** by the following new Paragraph 1:

"1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premise:

.2037 acres of land more or less, being Lot 24, Block 7, Midway Park Addition, an Addition to the City of Euless, Tarrant County, Texas, with a Rededication of the First Increment, being a part of the James P. Hallford Survey, Abstract No. 711, according to the Plat recorded in Volume 388-10, Page 109, Plat Records, Tarrant County, Texas, and being more particularly described in Document No. D194042172, Deed Records, Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing **0.2037** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less."

2. In the event of a conflict between the terms and provisions of this Lease Amendment and the terms and provisions of the Lease, the terms and conditions of this Lease Amendment shall prevail as to the extent of such conflict.

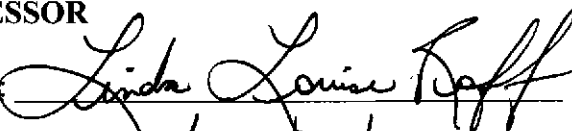
3. This Lease Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

4. This Lease Amendment may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instrument.

EXECUTED on the date(s) subscribed to the acknowledgements below, but for all purposes effective as of the Effective Date of the Lease, which is OCTOBER 15, 2010.

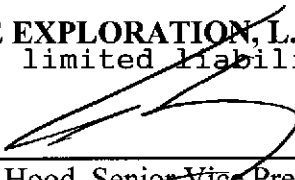
LESSOR:

LESSOR

By: 
Printed Name: Linda Louise Roff

LESSEE:

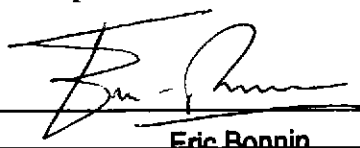
CHESAPEAKE EXPLORATION, L.L.C.
an Oklahoma limited liability company

By: 
Henry J. Hood, Senior Vice President
Land and Legal & General Counsel

jm REP
OSM

LESSEE:

TOTAL E&P USA, INC.,
a Delaware corporation

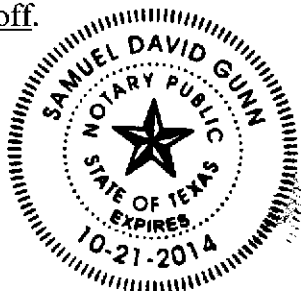
By: 
Eric Bonnin
Vice President, Business Development & Strategy

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ACKNOWLEDGEMENTS

STATE OF TEXAS §
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 COUNTY OF TARRANT §

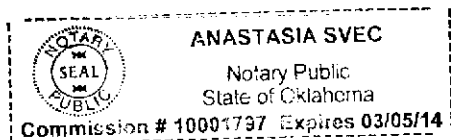
This instrument was acknowledged before me on the 23rd day of FEBRUARY, 2011,
 by Linda Louise Roff.



Notary Public, State of Texas [Signature]
 Printed Name: Samuel David Gunn
 My commission expires: 10-21-2014

STATE OF OKLAHOMA §
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 COUNTY OF OKLAHOMA §

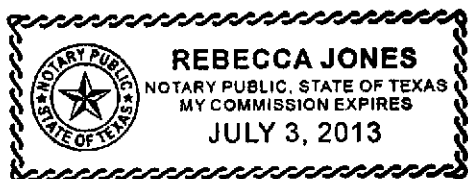
This instrument was acknowledged before me on this 3rd day of march, 2011, by
 Henry J. Hood, as Senior Vice President – Land & Legal and General Counsel of Chesapeake
 Operating, Inc., general partner of Chesapeake Exploration, L.L.C., an Oklahoma limited
 liability company, on behalf of said limited liability company.



Notary Public, State of OKLAHOMA
 Printed Name: Anastasia Svec
 My commission expires: 3/5/2014

STATE OF TEXAS §
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 COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 14th day of March, 2011,
 by Eric Bonnin, Vice President, Business Development & Strategy of TOTAL E&P USA, INC., a
 Delaware corporation, as the act and deed and on behalf of such corporation.



[Signature]
 Notary Public in and for the State of Texas